

**REMARKS**

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

**Status of Claims:**

No claims are currently being cancelled.

Claim 1 is currently being amended.

Claims 17-20 are currently being added.

This amendment and reply adds and amends claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claims remain under examination in the application, is presented, with an appropriate defined status identifier.

After adding and amending the claims as set forth above, claims 1-4, 7-12 and 16-20 are now pending in this application.

**Claim Rejections – 35 U.S.C. § 112, Second Paragraph:**

In the Office Action, claims 1-4 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite, for the reasons set forth on pages 2 and 3 of the Office Action. By way of this amendment and reply, claim 1 has been amended to overcome this indefiniteness rejection, whereby claims 1-4 now fully comply with 35 U.S.C. § 112, second paragraph.

**Claim Rejections – Prior Art:**

In the Office Action, claims 1-4, 7-12 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Publication No. 2002/0010614 to Arrowood. This rejection is traversed with respect to the presently pending claims under rejection, for at least the reasons given below.

According to claim 1, when a new dispatchable temporary worker enters the system, by way of dispatchable temporary worker information being transmitted from the dispatching terminal, then the searching means searches the job offer information already registered therein to see if there is a match. Please note that Arrowood merely provides a client, a prospective employer, with candidate employees that meet the client's hiring criteria, and

Arrowood does not provide a new dispatchable temporary worker with candidate employers that are already registered in the system and that have jobs that meet the skills of the new dispatchable temporary worker.

Furthermore, Arrowood does not check the stored job offer information when a new dispatchable temporary worker is entered into the system. It is noted that page 10 of the Office Action, in the Response to Arguments section, asserts that “Since storing a ‘pending’ request by a system until a resource to fill such a request is found is well known in order fulfillment, it would have been obvious to one of ordinary skill in the art at the time of the invention [to] match the newly added temporary employee to currently registered (i.e. pending) job offer information in the system of Arrowood in order to increase the ease of future staffing through the use of an automated system.” Applicant respectfully disagrees with this assertion made in the Office Action. **Namely, a temporary worker information management system is much different than generic order fulfillment systems in which an order request is made for an office chair or a desk.** Rather, information related to a skill level of a worker and a dispatchable period are features of the present invention that are not germane to other types of order fulfillment systems, and as such, the comments made on page 10 of the Office Action appear to be nothing more than hindsight reconstruction of the claimed invention, which of course is an improper basis for rejecting the claims.

Again, Arrowood’s system is a system in which, when a job offer information is received, the current set of dispatchable worker information is queried to determine if a match can be made, whereby there is no disclosure or suggestion of performing a later check of an unfulfilled job offer information when a new dispatchable worker enters the system.

Thus, the presently pending claims, which are directed to a temporary worker information management system or method, are patentable over the teachings of Arrowood.

**New Claims:**

New claims 17 and 18 have been added to recite features of the invention directed to informing a new dispatchable worker of available job offers, whereby Arrowood is merely directed to informing a job offer site as to whether or not its submitted job offer can be fulfilled or not.

New claims 19 and 20 have been added to recite features of sending a match to a job offer terminal after a no-match had been previously sent to the job offer terminal, based on information obtained of a new dispatchable worker that meets the job offer information for which no previous match was made.

**Conclusion:**

Since all of the issues raised in the final Office Action have been addressed in this Amendment and Reply, Applicants believe that the present application is now in condition for allowance, and an early indication of allowance is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicants hereby petition for such extension under 37 C.F.R. §1.136 and authorize payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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FOLEY & LARDNER LLP  
Customer Number: 22428  
Telephone: (202) 672-5407  
Facsimile: (202) 672-5399

By Phillip J. Articola

David A. Blumenthal  
Registration No. 26,257  
  
Phillip J. Articola  
Registration No. 38,819